

RECORDATION NO. **11661** FILED 1425

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ORE

INTERSTATE COMMERCE COMMISSION

CRAVATH, SWAINE & MOORE

INTERSTATE COMMERCE COMMISSION

ONE CHASE MANHATTAN PLAZA^{IN}

MAURICE T. MOORE
WILLIAM B. MARSHALL
RALPH L. MCAFEE
ROYALL VICTOR
HENRY W. DEKOSMIAN
ALLEN F. MAULSBY
STEWART R. BROSS, JR.
HENRY P. RIORDAN
JOHN R. HUPPER
SAMUEL C. BUTLER
WILLIAM J. SCHRENNK, JR.
BENJAMIN F. CRANE
FRANCIS F. RANDOLPH, JR.
JOHN F. HUNT
GEORGE J. GILLESPIE, III
RICHARD S. SIMMONS
WAYNE E. CHAPMAN
THOMAS D. BARR
MELVIN L. BEDRICK
GEORGE T. LOWY
ROBERT ROSENMANN
JAMES H. DUFFY
ALAN J. HRUSKA
JOHN E. YOUNG

JAMES M. EDWARDS
DAVID G. ORMSBY
DAVID L. SCHWARTZ
RICHARD J. HIEGEL
FREDERICK A. O. SCHWARZ, JR.
CHRISTINE BESHAR
ROBERT S. RIFKIND
DAVID BOIES
DAVID O. BROWNWOOD
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RICHARD M. ALLEN
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ROBERT D. JONES
ROBERT F. MULLER
ALLEN FINKELSON
RONALD S. ROLFE
JOSEPH A. HARRIS
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MARTIN L. SENZEL
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ALAN C. STEPHENSON
RICHARD L. HOFFMAN
JOSEPH A. MULLINS
MAX R. SHULMAN

NEW YORK, N. Y. 10005

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INTERSTATE COMM

INTERSTATE COMMERCE COMMISSION

RECORDED NO. 1425

APR 9 1980 - 4 05 PM

INTERSTATE COMMERCE COMMISSION
(Fight blow over)

The Chesapeake and Ohio Railway Company
Reconstruction and Conditional Sale Financing

Dated as of March 1, 1980

Conditional Sale Indebtedness

Due June 30, 1990

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, enclosed for filing and recordation on behalf of The Chesapeake and Ohio Railway Company are counterparts of the following:

(1) Reconstruction and Conditional Sale Agreement dated as of March 1, 1980, between Mercantile-Safe Deposit and Trust Company, as Agent, The Chesapeake and Ohio Railway Company and The Connecticut Bank and Trust Company, as Trustee;

(2) Transfer Agreement dated as of March 1, 1980, between The Connecticut Bank and Trust Company, as Trustee, and Mercantile-Safe Deposit and Trust Company, as Agent;

(3) (a) Lease of Railroad Equipment dated as of March 1, 1980, between The Chesapeake and Ohio Railway Company and The Connecticut Bank and Trust Company, as Trustee;

COUNSEL
CARLYLE E. MAW
ALBERT R. CONNELLY
FRANK H. DETWEILER
GEORGE G. TYLER

ROSSELL L. GILPATRIC
R. DRESLIN, JR.
GEORGE B. TURNER
JOHN H. MORSE
HAROLD R. MEDINA, JR.
CHARLES R. LINTON
ALLEN H. MERRILL

4, PLACE DE LA CONCORDE
75008 PARIS, FRANCE
TELEPHONE: 265-81-54
TELEX: 290530

33 THROGMORTON STREET
LONDON, EC2N 2BR, ENGLAND
TELEPHONE 01-606-1421
TELEX: 8814901

CABLE ADDRESSES

CRAVATH, N. Y.
CRAVATH, PARIS
CRAVATH, LONDON E. C. 2

April 8, 1930

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(b) Assignment of Lease and Agreement dated as of March 1, 1980, between The Connecticut Bank and Trust Company, as Trustee,, and Mercantile-Safe Deposit and Trust Company, as Agent; and

- D
(4) Hulk Purchase Agreement dated as of March 1, 1980, between The Connecticut Bank and Trust Company, as Trustee, and The Chesapeake and Ohio Railway Company.

The addresses of the parties to the above documents are:

Vendee-Lessor-Buyer:

The Connecticut Bank and Trust Company
One Constitution Plaza
Hartford, Connecticut 06115

Builder-Lessee-Seller:

The Chesapeake and Ohio Railway Company
100 North Charles Street
Baltimore, Maryland 21201

Vendor:

Mercantile-Safe Deposit and Trust Company
Two Hopkins Plaza
Baltimore, Maryland 21203.

Please file and record the above documents and cross-index them under the names of the Vendee-Lessor-Buyer, the Builder-Lessee-Seller and the Vendor.

The equipment covered by the above documents is listed in Exhibit A hereto.

Enclosed also is our check in the amount of \$200 for the required recordation fee. Please stamp all copies of the enclosed documents with your recordation number, retain one copy of each for your files and return the remaining copies to me.

RECEIVED

APR 9 4 00 PM '80

Thank you for your assistance.

I. C. C.
FEE OPERATION BR.

Sincerely,

Jacqueline B. Goodyear
as agent for The Chesapeake
and Ohio Railway CompanyMs. Agatha Mergenovich,
Interstate Commerce Commission,
Washington, D. C. 20423Encls.
EM

See for it's cover

11661 *R*

RECORDATION NO. Filed 1425

APR 9 1980 -4 05 PM

INTERSTATE COMMERCE COMMISSION

[CS&M Ref. 2043-981]

HULK PURCHASE AGREEMENT

Dated as of March 1, 1980

Between

THE CONNECTICUT BANK AND TRUST COMPANY,
not in its individual capacity but
solely as Trustee,

and

THE CHESAPEAKE AND OHIO RAILWAY COMPANY.

HULK PURCHASE AGREEMENT dated as of March 1, 1980, between THE CONNECTICUT BANK AND TRUST COMPANY, a Connecticut banking corporation, not in its individual capacity but solely as trustee (the "Buyer") under a Trust Agreement dated as of the date hereof (the "Trust Agreement") with GENERAL ELECTRIC CREDIT CORPORATION and J. P. MORGAN INTERFUNDING CORP. (the "Owners"), and THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation (the "Seller").

The Seller owns the used railroad equipment described in Annex I hereto (the "Hulks"). The Seller will sell the Hulks and the Buyer will purchase the Hulks for the Purchase Price set forth in Annex I hereto (the "Hulk Purchase Price"). The Hulks will be redelivered to the Seller for reconstruction in accordance with a Reconstruction and Conditional Sale Agreement dated as of the date hereof (the "RCSA") between Mercantile-Safe Deposit and Trust Company, not in its individual capacity but solely as agent (the "Agent") under a Participation Agreement dated as of the date hereof (the "Participation Agreement"), the Seller and the Buyer.

In consideration of the agreements hereinafter set forth, the parties hereto agree as follows:

1. Delivery of Hulks. The Seller will from time to time deliver to the Buyer a bill or bills of sale (the "Bill of Sale"), setting forth the quantity, description, the Seller's identifying numbers and place of delivery of a group of the Hulks and transferring title to such Hulks and warranting that at the date thereof the Seller had legal title to such Hulks and good and lawful right to sell the same and that title to such Hulks transferred to the Buyer by the Bill of Sale was free of all claims, liens, security interests, security title and other encumbrances of any nature whatsoever. On or after the date of the Bill of Sale, the Seller will deliver the Hulks in such group or groups to an authorized representative of the Buyer at such point or points within the United States of America as shall be specified by the Seller. The Buyer hereby appoints the Seller (and any employee thereof designated by the Seller) as its agent for acceptance of the Hulks; provided, however, that the Seller is not authorized to accept delivery of any

Hulk (i) that is not economically fit for reconstruction in accordance with the specifications provided in the RCSA; (ii) after written notice from the Buyer that such authority has been terminated; or (iii) if the Purchase Price (as defined in the RCSA) of such Hulk when added to the Purchase Price of those Hulks previously accepted would exceed the Maximum Purchase Price specified in Article 3 of the RCSA. The sale and delivery of the Hulks pursuant to this Agreement shall commence as soon as practicable and shall be completed on or before June 15, 1980.

2. Noncompleted Hulks. The Seller represents and warrants that it is economically feasible to reconstruct each Hulk delivered and accepted under this Agreement in accordance with the specifications provided in the RCSA. If, after delivery and acceptance of a Hulk, the Seller determines that it is not economically feasible to reconstruct such Hulk on or before August 15, 1980, in accordance with the specifications provided in the RCSA, it shall so certify to the Buyer. If any Hulks cannot be so reconstructed (the "Noncompleted Hulks"), the Seller agrees, as agent for the Buyer, to sell the Noncompleted Hulks to a party other than the Seller or any affiliate of the Seller, on or before October 15, 1980, at the highest cash price obtainable. On October 15, 1980, the Seller will pay to the Buyer the net proceeds from such sale (after retaining its reasonable reconstruction expenses incurred to such date plus reasonable overhead and profit). The Buyer agrees to furnish to the Seller all such bills of sale, without recourse or warranty, to enable the Seller to effect the sale of the Noncompleted Hulks for the account of the Buyer as aforesaid.

3. No Acceptance upon Default. Notwithstanding anything to the contrary contained herein, the Buyer shall have no obligation to accept any Hulk which is delivered hereunder after (i) any event of default as defined in Article 14 of the RCSA or any event (including the commencement of any proceeding or the filing of any petition of the nature specified in subparagraphs (c) and (d) of Article 14 thereof) which with lapse of time, failure to take affirmative action and/or demand could constitute an event of default thereunder shall have occurred or (ii) the Buyer shall have delivered written notice to the Seller that any of the conditions contained in Paragraph 8 of the Participation Agreement have not been met or waived.

4. Payment of Purchase Price. The Buyer at the times hereafter specified will pay to the Seller the Hulk Purchase Price of each Hulk in each group validly accepted hereunder, subject to all the terms and conditions of this Agreement, including without limitation the receipt by the Buyer at the time of delivery and acceptance of such Hulk of (a) the Bill of Sale with respect thereto, (b) a certificate or certificates of acceptance and delivery ("Certificate of Acceptance") signed by the Buyer's authorized representative, stating that the Hulks in such group have been delivered to and accepted on behalf of the Buyer, and (c) a written opinion of counsel for the Seller dated the date of the Bill of Sale, addressed to the Buyer and stating that the Bill of Sale is valid and effective to transfer and does transfer the Seller's title to such Hulks to the Buyer, and that on such date title to such Hulks was free of all claims, liens, security interests and other encumbrances of the Seller or anyone claiming through the Seller.

Subject only to the conditions set forth in this Agreement and in Paragraph 8 of the Participation Agreement, the Buyer will pay the Hulk Purchase Price of each Hulk delivered and accepted as aforesaid to the Seller either on (i) the Closing Date relating to such Hulk fixed as provided in the RCSA or (ii) September 1, 1980, whichever is earlier.

5. Assignment by Buyer. The Buyer may assign any or all of its rights under this Agreement and/or any or all of its rights to possession of any of the Hulks. Any such assignment may be made by the Buyer without the assignee assuming any of the obligations of the Buyer hereunder. The Buyer and the Seller acknowledge that such assignment is contemplated. All of the rights of the Buyer hereunder shall inure to the benefit of the Buyer's assigns.

6. Liabilities of Parties. Notwithstanding the delivery of any Bill of Sale hereunder, the Seller agrees that all responsibility with respect to any Hulk covered by such Bill of Sale, its use and operation and risk of loss thereof shall remain with the Seller until such Hulk is delivered to and accepted by the authorized representative of the Buyer, and the Seller agrees to indemnify and hold the Buyer harmless from any claim made against the Buyer solely by reason of the transfer of title to the Hulks or with respect to the validity of such title, free from all claims, liens, security interests, security title or encumbrances of any nature other than those of the Buyer at the time of such delivery and acceptance. Upon such delivery

and acceptance, all responsibility and risk of loss with respect to such Hulk shall pass to the Buyer. As of the date of such delivery and acceptance, the Buyer shall be unconditionally obligated to purchase such Hulk, without any right to a reduction in or setoff against the price thereof by reason of any past, present or future claims against the Seller under this agreement, the RCSA, the Participation Agreement, the Lease (as defined in the Participation Agreement) or otherwise.

7. Exclusions. In the event that any Hulk is not delivered to the Buyer after the date of the Bill of Sale with respect thereto or in the event that any Hulk is not accepted as provided in the proviso to Article 1 hereof, the Buyer will assign to the Seller, without warranty of any kind, whatever right, title and interest the Buyer may then have in such Hulk and such Hulk shall thereafter be excluded from the provisions of this Agreement.

8. Representations of Seller. The Seller hereby represents and warrants to the Buyer, its successors and assigns, that this Agreement was duly authorized by it and lawfully executed and delivered for a valid consideration. Annex I and the footnotes thereto are an integral part of this Agreement and are incorporated by reference herein.

9. Limitation of Buyer Liability. Notwithstanding anything herein to the contrary, each of the representations, warranties, undertakings and agreements herein made on the part of the Buyer are made and intended not as personal representations, warranties, undertakings and agreements by The Connecticut Bank and Trust Company or for the purpose or with the intention of binding said bank personally but are made and intended for the purpose of binding only the Trust Estate (as such term is used in the Trust Agreement), and this Agreement is executed and delivered by said bank not in its own right but solely in the exercise of the powers expressly conferred upon it as trustee under the Trust Agreement; and except in the case of wilful misconduct or gross negligence by said bank, no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against said bank or the Owners hereunder (except, with respect to the Owners, pursuant to Section 1.03 and the last paragraph of Section 5.01 of the Trust Agreement) on account of this Agreement or the Trust Agreement or on account of any representation, warranty, undertaking or agreement of said bank or the Owners hereunder, either expressed or implied, all such personal liability

(except as aforesaid), if any, being expressly waived and released by the Seller and by all persons claiming by, through or under the Seller.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

11. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. Although for convenience this Agreement is dated as of the date first set forth above, the actual dates of execution hereof are the dates stated in the acknowledgments hereto.

12. Headings. Section headings have been provided for convenience only and do not form part of this instrument.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by duly authorized officers as of the date first set forth above.


THE CONNECTICUT BANK AND
TRUST COMPANY, not in
its individual capacity
but solely as Trustee,

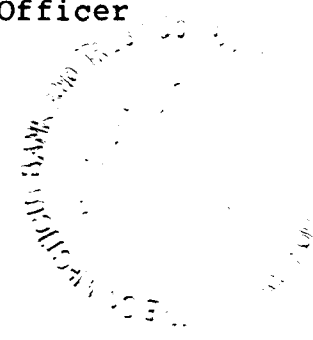
by


Authorized Officer

[Corporate Seal]

Attest:


Authorized Officer



THE CHESAPEAKE AND OHIO RAILWAY
COMPANY,

by

Assistant Vice President
and Treasurer

[Corporate Seal]

Attest:

Assistant Secretary

Receipt of an executed counter-
part of the foregoing is hereby
acknowledged as of March 1, 1980.


MERCANTILE-SAFE DEPOSIT AND TRUST
COMPANY, as Agent,

by

Assistant Vice President

STATE OF CONNECTICUT,)
) ss.:
 COUNTY OF HARTFORD,)

On this 7th day of April 1980, before me personally appeared **E. W. KAWAM**, to me personally known, who, being by me duly sworn, says that he is **VICE PRESIDENT** of THE CONNECTICUT BANK AND TRUST COMPANY, a Connecticut banking corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.


 Notary Public

[Notarial Seal]

My Commission Expires

BARBARA S. KACICH
 NOTARY PUBLIC
 MY COMMISSION EXPIRES MARCH 31, 1982

STATE OF OHIO,)
) ss.:
 COUNTY OF CUYAHOGA,)

On this day of 1980, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is Assistant Vice President and Treasurer of THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that such instrument was this day signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

 Notary Public

[Notarial Seal]

My Commission Expires

Hulk Purchase Agreement

ANNEX I*

<u>Quantity</u>	<u>Description</u>	<u>Railroad Road Numbers</u>	<u>Hulk Purchase Price</u>	
			<u>Per Unit</u>	<u>Total</u>
507	50' Box Cars	CO 22001-22249 CO 22250-22649 CO 23000-23324 CO 27750-28999	\$ 5,669	\$2,874,000
96	60-Ton Open Top Hopper Cars	CO 336000-336749	2,156	207,000
1131	70-Ton Open Top Hopper Cars	CO 103000-103999 CO 110000-115241 CO 150000-151999 BO 10000-15249 WM 70001-71500 WM 72001-72400 WM 80001-80500	4,167	4,712,500
144	80-Ton Open Top Hopper Cars	CO 152000-153998 CO 154009-155985 BO 152000-153999 BO 154000-155999	4,472	644,000
69	85-Ton Open Top Hopper Cars	CO 85000-86999	10,870	750,000
48	30-Ton Steel Cupola Cabooses	CO 90200-90348	5,000	240,000

* Notwithstanding anything herein to the contrary, this Agreement will only cover Hulks delivered by the Seller and reconstructed and accepted by the Buyer on or before August 15, 1980, having an aggregate Purchase Price when reconstructed not in excess of the Maximum Purchase Price specified in Article 3 of the RCSA. After delivery of all Hulks covered by this Agreement, this Annex I will be amended to describe only those Hulks covered by this Agreement and to designate the particular Railroad Road Numbers thereof.

HULK PURCHASE AGREEMENT

Dated as of March 1, 1980

Between

THE CONNECTICUT BANK AND TRUST COMPANY,
not in its individual capacity but
solely as Trustee,

and

THE CHESAPEAKE AND OHIO RAILWAY COMPANY.

HULK PURCHASE AGREEMENT dated as of March 1, 1980, between THE CONNECTICUT BANK AND TRUST COMPANY, a Connecticut banking corporation, not in its individual capacity but solely as trustee (the "Buyer") under a Trust Agreement dated as of the date hereof (the "Trust Agreement") with GENERAL ELECTRIC CREDIT CORPORATION and J. P. MORGAN INTERFUNDING CORP. (the "Owners"), and THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation (the "Seller").

The Seller owns the used railroad equipment described in Annex I hereto (the "Hulks"). The Seller will sell the Hulks and the Buyer will purchase the Hulks for the Purchase Price set forth in Annex I hereto (the "Hulk Purchase Price"). The Hulks will be redelivered to the Seller for reconstruction in accordance with a Reconstruction and Conditional Sale Agreement dated as of the date hereof (the "RCSA") between Mercantile-Safe Deposit and Trust Company, not in its individual capacity but solely as agent (the "Agent") under a Participation Agreement dated as of the date hereof (the "Participation Agreement"), the Seller and the Buyer.

In consideration of the agreements hereinafter set forth, the parties hereto agree as follows:

1. Delivery of Hulks. The Seller will from time to time deliver to the Buyer a bill or bills of sale (the "Bill of Sale"), setting forth the quantity, description, the Seller's identifying numbers and place of delivery of a group of the Hulks and transferring title to such Hulks and warranting that at the date thereof the Seller had legal title to such Hulks and good and lawful right to sell the same and that title to such Hulks transferred to the Buyer by the Bill of Sale was free of all claims, liens, security interests, security title and other encumbrances of any nature whatsoever. On or after the date of the Bill of Sale, the Seller will deliver the Hulks in such group or groups to an authorized representative of the Buyer at such point or points within the United States of America as shall be specified by the Seller. The Buyer hereby appoints the Seller (and any employee thereof designated by the Seller) as its agent for acceptance of the Hulks; provided, however, that the Seller is not authorized to accept delivery of any

Hulk (i) that is not economically fit for reconstruction in accordance with the specifications provided in the RCSA; (ii) after written notice from the Buyer that such authority has been terminated; or (iii) if the Purchase Price (as defined in the RCSA) of such Hulk when added to the Purchase Price of those Hulks previously accepted would exceed the Maximum Purchase Price specified in Article 3 of the RCSA. The sale and delivery of the Hulks pursuant to this Agreement shall commence as soon as practicable and shall be completed on or before June 15, 1980.

2. Noncompleted Hulks. The Seller represents and warrants that it is economically feasible to reconstruct each Hulk delivered and accepted under this Agreement in accordance with the specifications provided in the RCSA. If, after delivery and acceptance of a Hulk, the Seller determines that it is not economically feasible to reconstruct such Hulk on or before August 15, 1980, in accordance with the specifications provided in the RCSA, it shall so certify to the Buyer. If any Hulks cannot be so reconstructed (the "Noncompleted Hulks"), the Seller agrees, as agent for the Buyer, to sell the Noncompleted Hulks to a party other than the Seller or any affiliate of the Seller, on or before October 15, 1980, at the highest cash price obtainable. On October 15, 1980, the Seller will pay to the Buyer the net proceeds from such sale (after retaining its reasonable reconstruction expenses incurred to such date plus reasonable overhead and profit). The Buyer agrees to furnish to the Seller all such bills of sale, without recourse or warranty, to enable the Seller to effect the sale of the Noncompleted Hulks for the account of the Buyer as aforesaid.

3. No Acceptance upon Default. Notwithstanding anything to the contrary contained herein, the Buyer shall have no obligation to accept any Hulk which is delivered hereunder after (i) any event of default as defined in Article 14 of the RCSA or any event (including the commencement of any proceeding or the filing of any petition of the nature specified in subparagraphs (c) and (d) of Article 14 thereof) which with lapse of time, failure to take affirmative action and/or demand could constitute an event of default thereunder shall have occurred or (ii) the Buyer shall have delivered written notice to the Seller that any of the conditions contained in Paragraph 8 of the Participation Agreement have not been met or waived.

4. Payment of Purchase Price. The Buyer at the times hereafter specified will pay to the Seller the Hulk Purchase Price of each Hulk in each group validly accepted hereunder, subject to all the terms and conditions of this Agreement, including without limitation the receipt by the Buyer at the time of delivery and acceptance of such Hulk of (a) the Bill of Sale with respect thereto, (b) a certificate or certificates of acceptance and delivery ("Certificate of Acceptance") signed by the Buyer's authorized representative, stating that the Hulks in such group have been delivered to and accepted on behalf of the Buyer, and (c) a written opinion of counsel for the Seller dated the date of the Bill of Sale, addressed to the Buyer and stating that the Bill of Sale is valid and effective to transfer and does transfer the Seller's title to such Hulks to the Buyer, and that on such date title to such Hulks was free of all claims, liens, security interests and other encumbrances of the Seller or anyone claiming through the Seller.

Subject only to the conditions set forth in this Agreement and in Paragraph 8 of the Participation Agreement, the Buyer will pay the Hulk Purchase Price of each Hulk delivered and accepted as aforesaid to the Seller either on (i) the Closing Date relating to such Hulk fixed as provided in the RCSA or (ii) September 1, 1980, whichever is earlier.

5. Assignment by Buyer. The Buyer may assign any or all of its rights under this Agreement and/or any or all of its rights to possession of any of the Hulks. Any such assignment may be made by the Buyer without the assignee assuming any of the obligations of the Buyer hereunder. The Buyer and the Seller acknowledge that such assignment is contemplated. All of the rights of the Buyer hereunder shall inure to the benefit of the Buyer's assigns.

6. Liabilities of Parties. Notwithstanding the delivery of any Bill of Sale hereunder, the Seller agrees that all responsibility with respect to any Hulk covered by such Bill of Sale, its use and operation and risk of loss thereof shall remain with the Seller until such Hulk is delivered to and accepted by the authorized representative of the Buyer, and the Seller agrees to indemnify and hold the Buyer harmless from any claim made against the Buyer solely by reason of the transfer of title to the Hulks or with respect to the validity of such title, free from all claims, liens, security interests, security title or encumbrances of any nature other than those of the Buyer at the time of such delivery and acceptance. Upon such delivery

and acceptance, all responsibility and risk of loss with respect to such Hulk shall pass to the Buyer. As of the date of such delivery and acceptance, the Buyer shall be unconditionally obligated to purchase such Hulk, without any right to a reduction in or setoff against the price thereof by reason of any past, present or future claims against the Seller under this agreement, the RCSA, the Participation Agreement, the Lease (as defined in the Participation Agreement) or otherwise.

7. Exclusions. In the event that any Hulk is not delivered to the Buyer after the date of the Bill of Sale with respect thereto or in the event that any Hulk is not accepted as provided in the proviso to Article 1 hereof, the Buyer will assign to the Seller, without warranty of any kind, whatever right, title and interest the Buyer may then have in such Hulk and such Hulk shall thereafter be excluded from the provisions of this Agreement.

8. Representations of Seller. The Seller hereby represents and warrants to the Buyer, its successors and assigns, that this Agreement was duly authorized by it and lawfully executed and delivered for a valid consideration. Annex I and the footnotes thereto are an integral part of this Agreement and are incorporated by reference herein.

9. Limitation of Buyer Liability. Notwithstanding anything herein to the contrary, each of the representations, warranties, undertakings and agreements herein made on the part of the Buyer are made and intended not as personal representations, warranties, undertakings and agreements by The Connecticut Bank and Trust Company or for the purpose or with the intention of binding said bank personally but are made and intended for the purpose of binding only the Trust Estate (as such term is used in the Trust Agreement), and this Agreement is executed and delivered by said bank not in its own right but solely in the exercise of the powers expressly conferred upon it as trustee under the Trust Agreement; and except in the case of wilful misconduct or gross negligence by said bank, no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against said bank or the Owners hereunder (except, with respect to the Owners, pursuant to Section 1.03 and the last paragraph of Section 5.01 of the Trust Agreement) on account of this Agreement or the Trust Agreement or on account of any representation, warranty, undertaking or agreement of said bank or the Owners hereunder, either expressed or implied, all such personal liability

(except as aforesaid), if any, being expressly waived and released by the Seller and by all persons claiming by, through or under the Seller.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

11. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. Although for convenience this Agreement is dated as of the date first set forth above, the actual dates of execution hereof are the dates stated in the acknowledgments hereto.

12. Headings. Section headings have been provided for convenience only and do not form part of this instrument.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by duly authorized officers as of the date first set forth above.

THE CONNECTICUT BANK AND
TRUST COMPANY, not in
its individual capacity
but solely as Trustee,

by

[Corporate Seal]

Authorized Officer

Attest:

Authorized Officer

THE CHESAPEAKE AND OHIO RAILWAY
COMPANY,

by

L. C. Smith
Assistant Vice President
and Treasurer

[Corporate Seal]

Attest:

B. J. Sunday
Deputy Corporate ~~Assistant~~ Secretary

Receipt of an executed counter-
part of the foregoing is hereby
acknowledged as of March 1, 1980.

MERCANTILE-SAFE DEPOSIT AND TRUST
COMPANY, as Agent,

by

Assistant Vice President

STATE OF CONNECTICUT,)
) ss.:
 COUNTY OF HARTFORD,)

On this day of 1980, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is of THE CONNECTICUT BANK AND TRUST COMPANY, a Connecticut banking corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

 Notary Public

[Notarial Seal]

My Commission Expires

STATE OF OHIO,)
) ss.:
 COUNTY OF CUYAHOGA,)

On this *7th* day of *April*, 1980, before me personally appeared *L.C. Roig, Jr.*, to me personally known, who, being by me duly sworn, says that he is Assistant Vice President and Treasurer of THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that such instrument was this day signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

[Notarial Seal]

My Commission Expires

H. Marlene Winchell
 Notary Public

H. MARLENE WINCHELL, Notary Public
 State of Ohio, (Lorain)
 My commission expires Nov. 24, 1984

Hulk Purchase Agreement

ANNEX I*

<u>Quantity</u>	<u>Description</u>	<u>Railroad Road Numbers</u>	<u>Hulk Purchase Price</u>	
			<u>Per Unit</u>	<u>Total</u>
507	50' Box Cars	CO 22001-22249 CO 22250-22649 CO 23000-23324 CO 27750-28999	\$ 5,669	\$2,874,000
96	60-Ton Open Top Hopper Cars	CO 336000-336749	2,156	207,000
1131	70-Ton Open Top Hopper Cars	CO 103000-103999 CO 110000-115241 CO 150000-151999 BO 10000-15249 WM 70001-71500 WM 72001-72400 WM 80001-80500	4,167	4,712,500
144	80-Ton Open Top Hopper Cars	CO 152000-153998 CO 154009-155985 BO 152000-153999 BO 154000-155999	4,472	644,000
69	85-Ton Open Top Hopper Cars	CO 85000-86999	10,870	750,000
48	30-Ton Steel Cupola Cabooses	CO 90200-90348	5,000	240,000

* Notwithstanding anything herein to the contrary, this Agreement will only cover Hulks delivered by the Seller and reconstructed and accepted by the Buyer on or before August 15, 1980, having an aggregate Purchase Price when reconstructed not in excess of the Maximum Purchase Price specified in Article 3 of the RCSA. After delivery of all Hulks covered by this Agreement, this Annex I will be amended to describe only those Hulks covered by this Agreement and to designate the particular Railroad Road Numbers thereof.

HULK PURCHASE AGREEMENT

Dated as of March 1, 1980

Between

THE CONNECTICUT BANK AND TRUST COMPANY,
not in its individual capacity but
solely as Trustee,

and

THE CHESAPEAKE AND OHIO RAILWAY COMPANY.

HULK PURCHASE AGREEMENT dated as of March 1, 1980, between THE CONNECTICUT BANK AND TRUST COMPANY, a Connecticut banking corporation, not in its individual capacity but solely as trustee (the "Buyer") under a Trust Agreement dated as of the date hereof (the "Trust Agreement") with GENERAL ELECTRIC CREDIT CORPORATION and J. P. MORGAN INTERFUNDING CORP. (the "Owners"), and THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation (the "Seller").

The Seller owns the used railroad equipment described in Annex I hereto (the "Hulks"). The Seller will sell the Hulks and the Buyer will purchase the Hulks for the Purchase Price set forth in Annex I hereto (the "Hulk Purchase Price"). The Hulks will be redelivered to the Seller for reconstruction in accordance with a Reconstruction and Conditional Sale Agreement dated as of the date hereof (the "RCSA") between Mercantile-Safe Deposit and Trust Company, not in its individual capacity but solely as agent (the "Agent") under a Participation Agreement dated as of the date hereof (the "Participation Agreement"), the Seller and the Buyer.

In consideration of the agreements hereinafter set forth, the parties hereto agree as follows:

1. Delivery of Hulks. The Seller will from time to time deliver to the Buyer a bill or bills of sale (the "Bill of Sale"), setting forth the quantity, description, the Seller's identifying numbers and place of delivery of a group of the Hulks and transferring title to such Hulks and warranting that at the date thereof the Seller had legal title to such Hulks and good and lawful right to sell the same and that title to such Hulks transferred to the Buyer by the Bill of Sale was free of all claims, liens, security interests, security title and other encumbrances of any nature whatsoever. On or after the date of the Bill of Sale, the Seller will deliver the Hulks in such group or groups to an authorized representative of the Buyer at such point or points within the United States of America as shall be specified by the Seller. The Buyer hereby appoints the Seller (and any employee thereof designated by the Seller) as its agent for acceptance of the Hulks; provided, however, that the Seller is not authorized to accept delivery of any

Hulk (i) that is not economically fit for reconstruction in accordance with the specifications provided in the RCSA; (ii) after written notice from the Buyer that such authority has been terminated; or (iii) if the Purchase Price (as defined in the RCSA) of such Hulk when added to the Purchase Price of those Hulks previously accepted would exceed the Maximum Purchase Price specified in Article 3 of the RCSA. The sale and delivery of the Hulks pursuant to this Agreement shall commence as soon as practicable and shall be completed on or before June 15, 1980.

2. Noncompleted Hulks. The Seller represents and warrants that it is economically feasible to reconstruct each Hulk delivered and accepted under this Agreement in accordance with the specifications provided in the RCSA. If, after delivery and acceptance of a Hulk, the Seller determines that it is not economically feasible to reconstruct such Hulk on or before August 15, 1980, in accordance with the specifications provided in the RCSA, it shall so certify to the Buyer. If any Hulks cannot be so reconstructed (the "Noncompleted Hulks"), the Seller agrees, as agent for the Buyer, to sell the Noncompleted Hulks to a party other than the Seller or any affiliate of the Seller, on or before October 15, 1980, at the highest cash price obtainable. On October 15, 1980, the Seller will pay to the Buyer the net proceeds from such sale (after retaining its reasonable reconstruction expenses incurred to such date plus reasonable overhead and profit). The Buyer agrees to furnish to the Seller all such bills of sale, without recourse or warranty, to enable the Seller to effect the sale of the Noncompleted Hulks for the account of the Buyer as aforesaid.

3. No Acceptance upon Default. Notwithstanding anything to the contrary contained herein, the Buyer shall have no obligation to accept any Hulk which is delivered hereunder after (i) any event of default as defined in Article 14 of the RCSA or any event (including the commencement of any proceeding or the filing of any petition of the nature specified in subparagraphs (c) and (d) of Article 14 thereof) which with lapse of time, failure to take affirmative action and/or demand could constitute an event of default thereunder shall have occurred or (ii) the Buyer shall have delivered written notice to the Seller that any of the conditions contained in Paragraph 8 of the Participation Agreement have not been met or waived.

4. Payment of Purchase Price. The Buyer at the times hereafter specified will pay to the Seller the Hulk Purchase Price of each Hulk in each group validly accepted hereunder, subject to all the terms and conditions of this Agreement, including without limitation the receipt by the Buyer at the time of delivery and acceptance of such Hulk of (a) the Bill of Sale with respect thereto, (b) a certificate or certificates of acceptance and delivery ("Certificate of Acceptance") signed by the Buyer's authorized representative, stating that the Hulks in such group have been delivered to and accepted on behalf of the Buyer, and (c) a written opinion of counsel for the Seller dated the date of the Bill of Sale, addressed to the Buyer and stating that the Bill of Sale is valid and effective to transfer and does transfer the Seller's title to such Hulks to the Buyer, and that on such date title to such Hulks was free of all claims, liens, security interests and other encumbrances of the Seller or anyone claiming through the Seller.

Subject only to the conditions set forth in this Agreement and in Paragraph 8 of the Participation Agreement, the Buyer will pay the Hulk Purchase Price of each Hulk delivered and accepted as aforesaid to the Seller either on (i) the Closing Date relating to such Hulk fixed as provided in the RCSA or (ii) September 1, 1980, whichever is earlier.

5. Assignment by Buyer. The Buyer may assign any or all of its rights under this Agreement and/or any or all of its rights to possession of any of the Hulks. Any such assignment may be made by the Buyer without the assignee assuming any of the obligations of the Buyer hereunder. The Buyer and the Seller acknowledge that such assignment is contemplated. All of the rights of the Buyer hereunder shall inure to the benefit of the Buyer's assigns.

6. Liabilities of Parties. Notwithstanding the delivery of any Bill of Sale hereunder, the Seller agrees that all responsibility with respect to any Hulk covered by such Bill of Sale, its use and operation and risk of loss thereof shall remain with the Seller until such Hulk is delivered to and accepted by the authorized representative of the Buyer, and the Seller agrees to indemnify and hold the Buyer harmless from any claim made against the Buyer solely by reason of the transfer of title to the Hulks or with respect to the validity of such title, free from all claims, liens, security interests, security title or encumbrances of any nature other than those of the Buyer at the time of such delivery and acceptance. Upon such delivery

and acceptance, all responsibility and risk of loss with respect to such Hulk shall pass to the Buyer. As of the date of such delivery and acceptance, the Buyer shall be unconditionally obligated to purchase such Hulk, without any right to a reduction in or setoff against the price thereof by reason of any past, present or future claims against the Seller under this agreement, the RCSA, the Participation Agreement, the Lease (as defined in the Participation Agreement) or otherwise.

7. Exclusions. In the event that any Hulk is not delivered to the Buyer after the date of the Bill of Sale with respect thereto or in the event that any Hulk is not accepted as provided in the proviso to Article 1 hereof, the Buyer will assign to the Seller, without warranty of any kind, whatever right, title and interest the Buyer may then have in such Hulk and such Hulk shall thereafter be excluded from the provisions of this Agreement.

8. Representations of Seller. The Seller hereby represents and warrants to the Buyer, its successors and assigns, that this Agreement was duly authorized by it and lawfully executed and delivered for a valid consideration. Annex I and the footnotes thereto are an integral part of this Agreement and are incorporated by reference herein.

9. Limitation of Buyer Liability. Notwithstanding anything herein to the contrary, each of the representations, warranties, undertakings and agreements herein made on the part of the Buyer are made and intended not as personal representations, warranties, undertakings and agreements by The Connecticut Bank and Trust Company or for the purpose or with the intention of binding said bank personally but are made and intended for the purpose of binding only the Trust Estate (as such term is used in the Trust Agreement), and this Agreement is executed and delivered by said bank not in its own right but solely in the exercise of the powers expressly conferred upon it as trustee under the Trust Agreement; and except in the case of wilful misconduct or gross negligence by said bank, no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against said bank or the Owners hereunder (except, with respect to the Owners, pursuant to Section 1.03 and the last paragraph of Section 5.01 of the Trust Agreement) on account of this Agreement or the Trust Agreement or on account of any representation, warranty, undertaking or agreement of said bank or the Owners hereunder, either expressed or implied, all such personal liability

(except as aforesaid), if any, being expressly waived and released by the Seller and by all persons claiming by, through or under the Seller.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

11. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. Although for convenience this Agreement is dated as of the date first set forth above, the actual dates of execution hereof are the dates stated in the acknowledgments hereto.

12. Headings. Section headings have been provided for convenience only and do not form part of this instrument.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by duly authorized officers as of the date first set forth above.

THE CONNECTICUT BANK AND
TRUST COMPANY, not in
its individual capacity
but solely as Trustee,

by

[Corporate Seal]

Authorized Officer

Attest:

Authorized Officer

THE CHESAPEAKE AND OHIO RAILWAY
COMPANY,

by

Assistant Vice President
and Treasurer

[Corporate Seal]

Attest:

Assistant Secretary

Receipt of an executed counter-
part of the foregoing is hereby
acknowledged as of March 1, 1980.

MERCANTILE-SAFE DEPOSIT AND TRUST
COMPANY, as Agent,

by


Assistant Vice President

STATE OF CONNECTICUT,)
) ss.:
 COUNTY OF HARTFORD,)

On this day of 1980, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is of THE CONNECTICUT BANK AND TRUST COMPANY, a Connecticut banking corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission Expires

STATE OF OHIO,)
) ss.:
 COUNTY OF CUYAHOGA,)

On this day of 1980, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is Assistant Vice President and Treasurer of THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that such instrument was this day signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission Expires

Hulk Purchase Agreement

ANNEX I*

<u>Quantity</u>	<u>Description</u>	<u>Railroad Road Numbers</u>	<u>Hulk Purchase Price</u>	
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